ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA :

- v. - :

DUSTIN DENTE, :
BRANDON LISI,
CHARLES ADESSI, and :
RICH WILLIAMS,
:
Defendants.
:
- - - - - - - - - - - - - - - - - - x

INDICTMENT

S1 09 Cr. 1188 (LTS)

COUNT ONE

(Conspiracy to Commit Bank Fraud and Wire Fraud)

The Grand Jury charges:

BACKGROUND

1. At various times relevant to this Indictment, DUSTIN DENTE, the defendant, was an attorney admitted to practice in the State of New York, with offices in Rosedale, New York, and Cold Spring Harbor, New York.

2. At various times relevant to this Indictment, BRANDON LISI, the defendant, was not admitted to practice law in the State of New York, but worked in the law practice of DUSTIN DENTE, the defendant, and held himself out as an attorney. In or about 2008, LISI became admitted to practice law in the State of New York.

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3. At various times relevant to this Indictment, CHARLES ADESSI, the defendant, worked as a mortgage broker for BRANDON LISI, the defendant.

4. At various times relevant to this Indictment, RICH WILLIAMS, the defendant, worked as a mortgage broker for BRANDON LISI, the defendant.

5. At all times relevant to this Indictment, the deposits of IndyMac Bank F.S.B. ("IndyMac"), Washington Mutual, and Countrywide Home Loans ("Countrywide") were insured by the Federal Deposit Insurance Corporation.

6. At all times relevant to this Indictment, MortgageIT, Equifirst Corporation ("Equifirst"), Fremont Investment & Loans ("Fremont"), Long Beach Mortgage Corporation ("Long Beach Mortgage"), Argent Mortgage ("Argent"), and Apex Mortgage ("Apex") were mortgage lenders that extended financing to buyers of residential properties.

THE SCHEME TO DEFRAUD

7. As set forth more fully below, from at least in or about 2006 through in or about March 2009, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, fraudulently brokered, obtained and assisted others in obtaining certain home mortgage loans from various banks and other lending institutions (the "lenders"). Through their scheme, the defendants obtained numerous home

mortgage loans with respect to at least fourteen properties under false and fraudulent pretenses, with a total face value of over $7.4 million, many of which are now in default and/or foreclosure proceedings. For several of those fraudulently obtained home mortgage loans, the defendants misappropriated all or part of the loan proceeds for their own use and enrichment.

8. In furtherance of the scheme to defraud, from at least in or about 2006 through in or about March 2009, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, prepared and submitted applications and supporting documentation for home mortgage loans containing false or misleading information, in order to induce lenders to make loans to persons, and at terms, the lenders otherwise would not have approved.

9. In furtherance of the scheme to defraud, from at least 2006 through in or about March 2009, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, obtained mortgage loans in amounts greater than the purchase prices for the properties, and kept or misappropriated a portion of the funds provided by the mortgage lenders for their own uses.

10. As a further part of the scheme to defraud, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, identified properties offered for sale under distress or in foreclosure, in Brooklyn,

Queens, the Bronx, Suffolk County, and Nassau County (the "target properties"). In some instances, the defendants targeted individuals who were having trouble making mortgage payments.

11. In furtherance of the scheme to defraud, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, including a confidential source ("CS-1"), recruited individuals to act as purchasers of the target properties. In fact, as the defendants well knew, these purchasers, or "straw buyers," either never intended to live in the properties and/or relinquished their interest in, and control over, the target properties to the defendants after the closing of the transactions. The straw purchasers were typically paid or promised a fee in return for acting as purchasers of the properties.

12. As a further part of the scheme to defraud, in many instances DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, fraudulently improved the straw buyers' credit worthiness by falsifying certain personal and financial information about the straw buyer that was material to the lenders in their lending decisions. The defendants prepared and submitted to the lenders loan applications and other documentation purporting to accurately represent the personal and financial information of each straw buyer. In fact, the defendants prepared and submitted

false and misleading information concerning the straw buyers' employment, income, assets, and existing debt, among other things.

13. In addition to false statements concerning the straw buyers' financial profile, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, falsely represented to the lenders that certain straw buyers intended to reside in the property that would secure each home mortgage loan, when, in fact, the defendants intended to use the property for their own investment purposes and enrichment and the straw buyers did not intend to reside in the properties.

14. As a further part of the scheme to defraud, DUSTIN DENTE and BRANDON LISI, the defendants, acted as closing attorneys and/or the attorney for one of the parties on most of the fraudulent loan transactions. As a result, once the home mortgage loans were approved by the lenders because of the defendants' fraudulent misrepresentations, the defendants controlled, or were otherwise able to direct, the disbursement of the home mortgage loan proceeds. The defendants further caused the loan funds to be transferred via interstate wire to bank accounts that they controlled, which wires were routed through the Southern District of New York.

15. As a further part of the scheme to defraud, in some instances, after DUSTIN DENTE and BRANDON LISI, the defendants, caused mortgage loan funds to be wired into escrow accounts they controlled, the closing did not occur, but DENTE and LISI nonetheless kept the mortgage loan proceeds in order to enrich themselves. DENTE and LISI did not inform the lenders that the closing had not occurred in violation of their duties to disclose such information as closing attorneys and/or attorneys for one of the parties on most of the fraudulent loan transactions.

16. As a further part of the scheme to defraud, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, knew that multiple loans were being submitted and obtained within a short period of time on behalf of straw buyers, and that these multiple loans were not being disclosed to the lenders in the loan applications that the defendants submitted on behalf of those straw buyers.

FRAUD AS TO TARGET PROPERTIES

17. As described below, in furtherance of the scheme to defraud, DUSTIN DENTE and BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, obtained or caused others to obtain home mortgage loans for the purchase of numerous properties through fraud and deceit.

Properties Purchased by Straw Buyer-1

18. In or about 2006, CS-1 introduced DUSTIN DENTE and BRANDON LISI, the defendants, to Straw Buyer-1, a resident of New York, New York, whose good credit could be used to purchase properties that would then be controlled by DENTE and LISI. DENTE and LISI then used Straw Buyer-1 to obtain mortgage loans for properties located at 135 Woodhill Lane, Manhasset, New York, and 2 Arista Court, Dix Hills, New York.

135 Woodhill Lane, Manhasset, New York

a. In or about January 2007, DENTE and LISI arranged for Straw Buyer-1 to purchase 135 Woodhill Lane, Manhasset, New York, for approximately $1.3 million, and obtained a mortgage in Straw Buyer-1's name from Countrywide, a mortage lender, to finance the purchase of the property. After purchasing 135 Woodhill Lane, Manhasset, New York, in Straw Buyer-1's name, DENTE and LISI obtained from MortgageIT a refinanced loan on that property, for approximately $1.28 million, without Straw Buyer-1's knowledge. The original mortgage on the property with Countrywide was never satisfied with the proceeds of the refinancing. Instead, DENTE and LISI misappropriated the approximately $1.28 million obtained from MortgageIT for their own enrichment.

2 Arista Court, Dix Hills, New York

b. In or about April 2007, LISI attended an auction for the sale of 2 Arista Court in Dix Hills, New York, and paid approximately $70,000 as a downpayment on a total purchase price of approximately $710,000, intending for the property to be purchased by Straw Buyer-1, located in New York, New York. DENTE and LISI then obtained two mortgage loans totaling approximately $799,000 from IndyMac in Straw Buyer-1's name for the purchase of 2 Arista Court in Dix Hills, New York. To obtain these loans, DENTE and LISI submitted a loan application that fraudulently represented, among other things, that Straw Buyer-1 was purchasing 2 Arista Court, Dix Hills, New York, as a primary residence. However, following the funding of the mortgage loans, the original mortgages on the property with Emigrant and Wells Fargo were never satisfied. Instead, DENTE and LISI misappropriated the approximately $799,000 obtained from IndyMac for their own enrichment.

Properties Purchased by Straw Buyer-2 and Straw Buyer-3

19. In or about 2008, CS-1 introduced DUSTIN DENTE and BRANDON LISI, the defendants, to Straw Buyer-2 and Straw Buyer-3, a married couple whose good credit could be used to purchase properties that would be controlled by DENTE and LISI. DENTE and LISI then used Straw Buyer-2 and Straw Buyer-3 to obtain mortgage loans for properties located at 1028 Knabbe Court, Uniondale, New

York, and 3516 Neptune Avenue, Brooklyn, New York.

1028 Knabbe Court, Uniondale, New York

a. On or about November 13, 2007, DENTE attended a foreclosure auction in Mineola, New York, for the sale of 1028 Knabbe Court in Uniondale, New York, and paid approximately $25,000 as a downpayment, on a total purchase price of $250,000.

b. DENTE and LISI submitted a loan application to IndyMac, purportedly signed by Straw Buyer-2 and Straw Buyer-3, that fraudulently represented, among other things, that Straw Buyer-2 and Straw Buyer-3 were purchasing 1028 Knabbe Court, Uniondale, New York, as their primary residence, that there was a sale pending for the condominium in which they currently resided for approximately $260,000, that the outstanding mortgage on that condominium was approximately $159,000, and that they had owned that condominium for ten years. In fact, Straw Buyer-2 and Straw Buyer-3 did not intend to use 1028 Knabbe Court, Uniondale, New York, as a primary residence, had only purchased the condominium in which they currently resided in 2007, and had no intention to sell that property.

c. In or about April 2008, DENTE and LISI represented to CS-1, Straw Buyer-2, and Straw Buyer-3, that the sale of 1028 Knabbe Court, Uniondale, New York, to Straw Buyer-2 and Straw-Buyer-3 had successfully closed. In truth and in fact, however, title that property was never transferred to Straw

Buyer-2 and Straw Buyer-3, despite a mortgage on that property recorded in their names for approximately $360,000. Instead, the defendants misappropriated the mortgage proceeds obtained from IndyMac for the purchase of the property, and used the money for their own enrichment.

3516 Neptune Avenue, Brooklyn, New York

d. Similarly, from in or about March 2008 through in or about April 2008, DENTE and LISI arranged for Straw Buyer-2 and Straw Buyer-3 to purchase 3516 Neptune Avenue, which was owned by an entity called Clearblue Water LLC that DENTE, LISI, and others controlled. DENTE and LISI caused a mortgage loan application to be submitted to Equifirst for approximately $395,985, in the names of Straw Buyer-2 and Straw Buyer-3, for the purchase of the property. The mortgage loan application fraudulently represented, among other things, that Straw Buyer-2 and Straw Buyer-3 were purchasing 3516 Neptune Avenue, Brooklyn, New York, as their primary residence, when in fact, Straw Buyer-2 and Straw Buyer-2 did not intend to use 3516 Neptune Avenue as their primary residence.

Property Purchased by Straw Buyer-4

20. In or about December 2007, DUSTIN DENTE and BRANDON LISI, the defendants, and others, arranged for Straw Buyer-4, an individual whose good credit could be used to purchase properties that would then be controlled by DENTE and

LISI, to obtain a mortgage loan for the purchase of a property located at 164-33 108th Avenue, Jamaica, New York.

a. In connection with this purchase, DENTE and LISI submitted a loan application to IndyMac, purportedly signed by Straw Buyer-4, that fraudulently represented, among other things, that Straw Buyer-4 was purchasing 164-33 108th Avenue, Jamaica, New York for use as a primary residence, when in fact, Straw Buyer-4 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-4's employment and assets.

b. The sale of 164-33 108th Avenue, Jamaica, New York, was not completed, but DENTE and LISI did not disclose that to IndyMac, the mortgage lender. Instead, DENTE and LISI misappropriated the approximately $477,000 obtained from IndyMac for their own enrichment.

Property Purchased By Straw-Buyer-5

21. In or about July 2006, DUSTIN DENTE, BRANDON LISI, and RICH WILLIAMS, the defendants, and others, arranged for Straw Buyer-5, an individual whose good credit could be used to purchase properties that would then be controlled by DENTE, LISI, and WILLIAMS, to obtain a mortgage loan for the purchase of a property located at 708 Allwyn Street, Baldwin, New York. WILLIAMS had previously arranged for Straw Buyer-5 to purchase three other properties, located at 4 Francisco Avenue, Central

Islip, New York, 26 Dover Kill Road, Port Jervis, New York, and 21531 215th Street, Queens Village, New York, that were subsequently controlled by others, in order to obtain mortgage loans.

708 Allwyn Street, Baldwin, New York

a. In or about July 2006, DENTE, LISI, and WILLIAMS arranged for Straw Buyer-5 to purchase 708 Allwyn Street, Baldwin, New York, and obtained two mortgages in Straw Buyer-5's name from Countrywide totaling approximately $725,000 to finance the purchase of the property.

b. In connection with this purchase, DENTE, LISI, and WILLIAMS submitted a loan application to Countrywide, purportedly signed by Straw Buyer-5 that fraudulently represented, among other things, that Straw Buyer-5 was purchasing 708 Allwyn Street, Baldwin, New York, for use as a primary residence, when in fact, Straw Buyer-5 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-5's employment and assets.

c. After the sale of 708 Allwyn Street, Baldwin, New York, was completed, DENTE, LISI, and WILLIAMS, made payments to Countrywide for a short period of time, and then abandoned the mortgages and misappropriated a portion of the loan proceeds for their own enrichment.

Property Purchased By Straw Buyer-6

22. In or about January 2007, DUSTIN DENTE, BRANDON LISI, and RICH WILLIAMS, the defendants, and others, arranged for Straw Buyer-6, an individual whose good credit could be used to purchase properties that would then be controlled by DENTE, LISI, and WILLIAMS, to obtain mortgage loans for the purchase of properties located at 28 Stewart Avenue, Bronx, New York, which WILLIAMS owned and lived in, and 1970 Burke Avenue, Bronx, New York.

28 Stewart Avenue, Bronx, New York

a. In or about January 2007, DENTE, LISI, and WILLIAMS arranged for Straw Buyer-6 to purchase 28 Stewart Avenue, Bronx, New York, and obtained two mortgages in Straw Buyer-6's name from Argent, a mortage lender, totaling approximately $416,000 to finance the purchase of the property.

b. In connection with this purchase, DENTE, LISI, and WILLIAMS submitted a loan application to Argent, purportedly signed by Straw Buyer-6, that fraudulently represented, among other things, that Straw Buyer-6 was purchasing 28 Stewart Avenue, Bronx, New York, for use as a primary residence, when in fact, Straw Buyer-6 did not intend to use the property as a primary residence, and WILLIAMS continued to reside there. The loan application also contained false representations concerning Straw Buyer-6's employment, assets, and liabilities. DENTE, LISI, and WILLIAMS also paid Straw Buyer-6 approximately $10,000 in exchange for his participation in the transaction.

c. After the sale of 28 Stewart Avenue, Bronx, New York, was completed, DENTE, LISI, and WILLIAMS, made payments to Argent for approximately 12 months, and then abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Argent for their own enrichment.

1970 Burke Avenue, Bronx, New York

d. In or about January 2007, DENTE, LISI, and WILLIAMS arranged for Straw Buyer-6 to purchase 1970 Burke Avenue, Bronx, New York, and obtained two mortgages in Straw Buyer-6's name from Countrywide totaling approximately $590,000 to finance the purchase of the property.

e. In connection with this purchase, DENTE, LISI, and WILLIAMS submitted a loan application to Countrywide, purportedly signed by Straw Buyer-6, that fraudulently represented, among other things, that Straw Buyer-6 was purchasing 1970 Burke Avenue, Bronx, New York, for use as a primary residence, when in fact, Straw Buyer-6 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-6's employment, assets, and liabilities. DENTE, LISI, and WILLIAMS also paid approximately $15,000 to Straw Buyer-6 in exchange for his participation in the transaction.

f. After the sale of 1970 Burke Avenue, Bronx, New York, was completed, DENTE, LISI, and WILLIAMS, made payments to Countrywide for approximately 12 months, and then abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Countrywide for their own enrichment.

Property Purchased By Straw Buyer-7

23. In or about June 2006, DUSTIN DENTE, BRANDON LISI, and CHARLES ADESSI, the defendants, and others, arranged for Straw Buyer-7, an individual whose good credit could be used to purchase properties that would then be controlled by DENTE, LISI, and ADESSI, to obtain a mortgage loan for the purchase of a property located at 609 Beach 63rd Street, Arverne, New York.

609 Beach 63rd Street, Arverne, New York

a. In or about June 2006, DENTE, LISI, and ADESSI arranged for Straw Buyer-7 to purchase 609 Beach 63rd Street, Arverne, New York, and obtained a mortgage in Straw Buyer-7's name from Long Beach Mortgage Corporation in the amount of approximately $445,000 to finance the purchase of the property.

b. In connection with this purchase, DENTE, LISI, and ADESSI submitted a loan application to Long Beach Mortgage Corporation purportedly signed by Straw Buyer-7 that fraudulently represented, among other things, that Straw Buyer-7 was purchasing 609 Beach 63rd Street, Arverne, New York, for use as a primary residence, when in fact, Straw Buyer-7 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-7's employment and assets.

c. After the sale of 609 Beach 63rd Street, Arverne, New York, was completed, DENTE, LISI, and ADESSI, made payments to Long Beach Mortgage Corporation for a short period of time and then abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Long Beach Mortgage Corporation for their own enrichment.

Property Purchased By Straw Buyer-8 and Straw Buyer-9

24. In or about November 2006, DUSTIN DENTE, BRANDON LISI, and CHARLES ADESSI, the defendants, and others, arranged for Straw Buyer-8 and Straw Buyer-9, two individuals, married to each other, whose good credit could be used to purchase properties that would then be controlled by DENTE, LISI, and ADESSI, to obtain mortgage loans for the purchase of a property located at 130-40 122nd Place, Queens, New York.

130-40 122nd Place, Queens, New York

a. In or about November 2006, DENTE, LISI, and ADESSI arranged for Straw Buyer-8 and Straw Buyer-9 to purchase 130-40 122nd Place, Queens, New York, and obtained two mortgages in the names of Straw Buyer-8 and Straw Buyer-9 from Apex, a mortage lender, of approximately $770,000 to finance the purchase of the property.

b. In connection with this purchase, DENTE, LISI, and ADESSI submitted a loan application to Apex, purportedly signed by Straw Buyer-8 and Straw Buyer-9, that fraudulently represented, among other things, that Straw Buyer-8 and Straw-Buyer-9 were purchasing the property at 130-40 122nd Place, Queens, New York, for use as a primary residence, when in fact, Straw Buyer-8 and Straw Buyer-9 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-8 and Straw Buyer-9's employment, assets, and liabilities.

c. After the sale of 130-40 122nd Place, Queens, New York, was completed, DENTE, LISI, and ADESSI, made payments to Apex for a short period of time, and then abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Apex for their own enrichment.

Property Purchased By Straw Buyer-10

25. In or about November 2006, DUSTIN DENTE, BRANDON LISI, and CHARLES ADESSI, the defendants, and others, arranged for Straw Buyer-10, an individual whose good credit could be used to purchase properties that would then be controlled by DENTE, LISI, and ADESSI, to obtain mortgage loans for the purchase of properties located at 111-25 116th Street, Ozone Park, New York,

and 111-29 116th Street, Ozone Park, New York. In or about January 2007, DENTE and LISI arranged for Straw Buyer-10 to obtain mortgage loans for two additional properties that would then be controlled by DENTE and LISI, located at 107-40 132nd Street and 107-42 132nd Street, Queens, New York.

111-29 116th Street, Ozone Park, New York

a. In or about November 2006, DENTE, LISI, and ADESSI arranged for Straw Buyer-10 to purchase 111-29 116th Street, Ozone Park, New York, and obtained two mortgages in Straw Buyer-10's name from Countrywide of approximately $696,000 to finance the purchase of the property.

b. In connection with this purchase, DENTE, LISI, and ADESSI submitted a loan application to Countrywide, purportedly signed by Straw Buyer-10, that fraudulently represented, among other things, that Straw Buyer-10 was purchasing 111-29 116th Street, for use as a primary residence, when in fact, Straw Buyer-10 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-10's employment, assets, and liabilities.

c. After the sale of 111-29 116th Street, Queens, New York, was completed, DENTE, LISI, and ADESSI, made payments to Countrywide for a short period of time, and then abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Countrywide for their own enrichment.

111-25 116th Street, Ozone Park, New York

d. In or about November 2006, DENTE, LISI, and ADESSI arranged for Straw Buyer-10 to purchase 111-25 116th Street, Ozone Park, New York, and obtained two mortgages in Straw Buyer-10's name from Fremont, totaling approximately $778,000 to finance the purchase of the property.

e. In connection with this purchase, DENTE, LISI, and ADESSI submitted a loan application to Fremont, purportedly signed by Straw Buyer-10, that fraudulently represented, among other things, that Straw Buyer-10 was purchasing 111-25 116th Street, for use as a primary residence, when in fact, Straw Buyer-10 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-10's employment and assets.

f. After the sale of 111-25 116th Street, Ozone Park, New York, was completed, DENTE, LISI, and ADESSI, made payments to Fremont for a short period of time, and then abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Fremont for their own enrichment.

107-40 132nd Street, Queens, New York

g. In or about January 2007, DENTE and LISI arranged for Straw Buyer-10 to purchase 107-40 132nd Street, Queens, New York, and obtained two mortgages in Straw Buyer-10's name from Washington Mutual, totaling approximately $750,000 to finance the purchase of the property.

h. In connection with this purchase, DENTE and LISI submitted a loan application to Washington Mutual, purportedly signed by Straw Buyer-10, that fraudulently represented, among other things, that Straw Buyer-10 was purchasing 107-40 132nd Street, Queens, New York, for use as a primary residence, when in fact, Straw Buyer-10 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-10's employment, assets, and liabilities.

i. Before the closing for the 107-40 132nd Street transaction, Straw Buyer-10 refused to proceed with the transaction. DENTE and LISI proceeded with the closing anyway in Straw Buyer-10's absence, and purchased the property in Straw Buyer-10's name.

j. After the sale of 107-40 132nd Street, Queens, New York, was completed, DENTE and LISI abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Washington Mutual for their own enrichment.

107-42 132nd Street, Queens, New York

k. In or about January 2007, DENTE and LISI arranged for Straw Buyer-10 to purchase 107-42 132nd Street, Queens, New York, and obtained two mortgages in Straw Buyer-10's name from MortgageIT totaling approximately $754,000 to finance the purchase of the property.

l. In connection with this purchase, DENTE and LISI submitted a loan application to MortgageIT, purportedly signed by Straw Buyer-10, that fraudulently represented, among other things, that Straw Buyer-10 was purchasing 107-42 132nd Street, Queens, New York, for use as a primary residence, when in fact, Straw Buyer-10 did not intend to use the property as a primary residence. The loan application also contained false representations concerning Straw Buyer-10's employment, assets, and liabilities.

m. Before the closing for the 107-42 132nd Street transaction took place, Straw Buyer-10 refused to proceed with the transaction. DENTE and LISI proceeded with the closing anyway in Straw Buyer-10's absence, and purchased the property in Straw Buyer-10's name.

n. After the sale of 107-42 132nd Street, Queens, New York, was completed, DENTE and LISI abandoned the mortgage and misappropriated a portion of the loan proceeds obtained from Mortgage IT for their own enrichment.

STATUTORY ALLEGATION

26. From at least in or about 2006, through in or about March 2009, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, to wit, to violate Sections 1343 and 1344 of Title 18, United States Code.

27. It was further a part and an object of the conspiracy that DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire and radio communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

28. It was a part and an object of the conspiracy that DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, unlawfully,

willfully, and knowingly, would and did execute a scheme and artifice to defraud financial institutions, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institutions, by means of false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

OVERT ACTS

29. In furtherance of the conspiracy and to effect the illegal objects thereof, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, and others known and unknown, committed the following overt acts, among others, in the Southern District of New York and elsewhere:

a. In or about June 2006, DENTE, LISI, and ADESSI met with Straw Buyer-7 in Rosedale, New York, and provided him with documents to sign in connection with the purchase of 609B 62rd Street, Queens, New York.

b. In or about January 2007, DENTE, LISI, and WILLIAMS met with Straw Buyer-6 in Rosedale, New York, and provided Straw Buyer-6 with documents to sign in connection with the purchase of 28 Stewart Avenue, Bronx, New York, and 1970 Burke Avenue, Bronx, New York.

c. In or about April 2007, LISI attended a foreclosure auction for the sale of 2 Arista Court in Dix Hills, New York, and paid approximately $70,000 as a downpayment intending for the property to be purchased by Straw Buyer-1, located in New York, New York.

d. On or about May 22, 2007, DENTE and LISI caused IndyMac to wire a total of approximately $799,000 into DENTE's attorney trust bank account, located in White Plains, New York.

e. On or about August 31, 2007, DENTE and LISI caused MortgageIT to wire approximately $1,230,431 into DENTE's attorney trust bank account, located in White Plains, New York.

f. In or about September 2007, DENTE, LISI, and WILLIAMS met with Straw Buyer-5 in Rosedale, New York, and provided Straw Buyer-5 with documents to sign in connection with the purchase of 708 Allwyn Street, Baldwin, New York.

g. On or about November 13, 2007, DENTE attended a foreclosure auction in Mineola, New York, for the sale of 1028 Knabbe Court, Uniondale, New York, and paid approximately $25,000 as a downpayment on the purchase of the property.

h. On or about March 11, 2008, DENTE, LISI, and others caused Equifirst to wire approximately $395,985 into DENTE's attorney trust bank account, located in White Plains, New York.

i. On or about March 18, 2008, DENTE, LISI, and others caused IndyMac to wire approximately $365,153 into DENTE's attorney trust bank account, located in White Plains, New York.

j. In or about April 2008, DENTE met with Straw Buyer-2 and Straw Buyer-3 in Roslyn Heights, New York, and provided them with documents to sign in connection with the purchase of 1028 Knabbe Court in Uniondale, New York, and 3516 Neptune Avenue, Brooklyn, New York.

k. From in or about at least 2006 through in or about March 2009, the defendants, by their actions, caused home mortgage loans funds to be transferred via interstate wire from various lenders to bank accounts in White Plains, New York.

(Title 18, United States Code, Section 1349.)

COUNT TWO

(Bank Fraud re: 2 Arista Court, Dix Hills, New York)

The Grand Jury further charges:

30. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

31. From in or about April 2007, through in or about May 2007, in the Southern District of New York and elsewhere, DUSTIN DENTE and BRANDON LISI, the defendants, unlawfully, willfully, and knowingly, did execute, and attempt to execute, a scheme and artifice to defraud a financial institution, the

deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations and promises, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to IndyMac false residency, employment and financial information, among other things, in order to procure home mortgage loans in the total approximate amount of $799,000 for the purchase of a property at 2 Arista Court, Dix Hills, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled, and then were misappropriated by the defendants.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT THREE

(Bank Fraud re: 1028 Knabbe Court, Uniondale, New York)

The Grand Jury further charges:

32. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

33. From in or about November 2007, through in or about April 2008, in the Southern District of New York and elsewhere, DUSTIN DENTE and BRANDON LISI, the defendants,

unlawfully, willfully, and knowingly, did execute, and attempt to execute, a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations and promises, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to IndyMac false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $365,153 for the purchase of property at 1028 Knabbe Court, Uniondale, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled, and then were misappropriated by the defendants.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT FOUR

(Wire Fraud re: 3516 Neptune Avenue, Brooklyn, New York)

The Grand Jury further charges:

34. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

35. From in or about March 2008, through in or about

April 2008, in the Southern District of New York and elsewhere, DUSTIN DENTE and BRANDON LISI, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Equifirst false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $395,985 for the purchase of property at 3516 Neptune Avenue, Brooklyn, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT FIVE

(Bank Fraud re: 164-33 108th Avenue, Jamaica, New York)

The Grand Jury further charges:

36. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth

herein.

37. In or about December 2007, in the Southern District of New York and elsewhere, DUSTIN DENTE and BRANDON LISI, the defendants, unlawfully, willfully, and knowingly, did execute, and attempt to execute, a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations and promises, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to IndyMac false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $477,000 for the purchase of property at 164-33 108th Avenue, Jamaica, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled, and then were misappropriated by the defendants.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT SIX

(Bank Fraud re: 708 Allwyn Street, Baldwin, New York)

The Grand Jury further charges:

38. The allegations set forth in paragraphs 1 through

25 and 29 of this Indictment are re-alleged as if fully set forth herein.

39. In or about July 2006, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, and RICH WILLIAMS, the defendants, unlawfully, willfully, and knowingly, did execute, and attempt to execute, a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations and promises, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Countrywide false residency, employment and financial information, among other things, in order to procure

home mortgage loans in the amount of approximately $725,000 for the purchase of property at 708 Allwyn Street, Baldwin, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled, and then were misappropriated by the defendants.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT SEVEN

(Wire Fraud re: 28 Stewart Avenue, Bronx, New York)

The Grand Jury further charges:

40. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

41. In or about January 2007, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, and RICH WILLIAMS, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Argent false

residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $416,000 for the purchase of property at 28 Stewart Avenue, Bronx, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT EIGHT

(Bank Fraud re: 1970 Burke Avenue, Bronx, New York)

The Grand Jury further charges:

42. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

43. In or about January 2007, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, and RICH WILLIAMS, the defendants, unlawfully, willfully, and knowingly, did execute, and attempt to execute, a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations and promises, to wit, the defendants

engaged in a scheme to defraud by submitting and causing to be submitted to Countrywide false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $590,000 for the purchase of property at 1970 Burke Avenue, Bronx, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled, and then were misappropriated by the defendants.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT NINE

(Wire Fraud re: 609 Beach 63rd Street, Arverne, New York)

The Grand Jury further charges:

44. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

45. From in or about June 2006, through in or about December 2006, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, and RICH WILLIAMS, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire and radio communication in

interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Long Beach Mortgage false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $445,000 for the purchase of property at 609 Beach 63rd Street, Arverne, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT TEN

(Wire Fraud re: 130-40 122nd Place, Queens, New York)

The Grand Jury further charges:

46. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

47. In or about November 2006, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, and CHARLES ADESSI, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and

promises, did transmit and cause to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Argent false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $770,000 for the purchase of property at 130-40 122nd Place, Queens, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT ELEVEN

(Wire Fraud re: 111-29 116th Street and 111-25 116th Street, Ozone Park, New York)

The Grand Jury further charges:

48. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

49. In or about November 2006, in the Southern District of New York and elsewhere, DUSTIN DENTE, BRANDON LISI, and CHARLES ADESSI, the defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by

means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Fremont and Countrywide false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $1,474,000 for the purchase of properties at 111-29 116th Street and 111-25 116th Street, Ozone Park, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT TWELVE

(Bank Fraud re: 107-40 132nd Street, Queens, New York)

The Grand Jury further charges:

50. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

51. In or about January 2007, in the Southern District of New York and elsewhere, DUSTIN DENTE and BRANDON LISI, the defendants, unlawfully, willfully, and knowingly, did execute,

and attempt to execute, a scheme and artifice to defraud a financial institution, the deposits of which were then insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, such financial institution, by means of false and fraudulent pretenses, representations and promises, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Washington Mutual false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $750,000 for the purchase of property at 107-40 132nd Street, Queens, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled, and then were misappropriated by the defendants.

(Title 18, United States Code, Sections 1344 and 2.)

COUNT THIRTEEN

(Wire Fraud re: 107-42 132nd Street, Queens, New York)

The Grand Jury further charges:

52. The allegations set forth in paragraphs 1 through 25 and 29 of this Indictment are re-alleged as if fully set forth herein.

53. In or about January 2007, in the Southern District of New York and elsewhere, DUSTIN DENTE and BRANDON LISI, the

defendants, unlawfully, willfully, and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire and radio communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, the defendants engaged in a scheme to defraud by submitting and causing to be submitted to Fremont false residency, employment and financial information, among other things, in order to procure home mortgage loans in the amount of approximately $754,000 for the purchase of property at 107-42 132nd Street, Queens, New York, which mortgage loan proceeds were transferred via interstate wire to a bank account in White Plains, New York, that DENTE and LISI, the defendants, controlled.

(Title 18, United States Code, Sections 1343 and 2.)

FORFEITURE ALLEGATION

54. As a result of committing one or more of the bank and wire fraud offenses alleged in Counts One through Thirteen of this Indictment, DUSTIN DENTE, BRANDON LISI, CHARLES ADESSI, and RICH WILLIAMS, the defendants, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982, and Title 28, United States Code, Section 2461, any property

constituting or derived from proceeds obtained directly or indirectly as a result of the offenses alleged in Counts One through Thirteen of the Indictment, including but not limited to at least $7.4 million in United States currency, in that such sum in aggregate is property representing the approximate amount of proceeds obtained as a result of the bank and wire fraud offenses, for which the defendants are jointly and severally liable.

SUBSTITUTE ASSET PROVISION

55. If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third person;

c. has been placed beyond the jurisdiction of the Court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

(Title 18, United States Code, Section 982;
Title 21, United States Code, Section 853; and
Title 28, United States Code, Section 2461.)

FOREPERSON

PREET BHARARA
United States Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v -

DUSTIN DENTE,
BRANDON LISI,
CHARLES ADESSI,
RICH WILLIAMS

Defendants.

INDICTMENT

S1 09 Cr. 1188 (LTS)

(18 U.S.C. §§ 1349, 1344, 1343 and 2.)

PREET BHARARA
United States Attorney.

A TRUE BILL

Foreperson.

Indictment filed. Arrest warrants issued

~~Case assigned to~~

F. Ciras, USMJ